

EXHIBIT A-1

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

Jane Doe 1, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

Deutsche Bank Aktiengesellschaft, et. al.,

Defendants.

Case No. 1:22-CV-10018 (JSR)

**NOTICE OF PROPOSED
SETTLEMENT OF CLASS ACTION**

**TO: ALL VICTIMS OF JEFFREY EPSTEIN’S SEX TRAFFICKING VENTURE DURING THE TIME PERIOD
AUGUST 19, 2013 TO AUGUST 10, 2019 (THE “CLASS PERIOD”).**

**IN ORDER TO QUALIFY FOR A SETTLEMENT PAYMENT, YOU (OR CLASS COUNSEL ON YOUR BEHALF)
MUST TIMELY SUBMIT A TIER ONE FORM BY _____, 2023. IF YOU (OR CLASS COUNSEL ON YOUR
BEHALF) SUBMIT A TIER ONE FORM AND ARE DETERMINED TO BE ELIGIBLE FOR A SETTLEMENT
PAYMENT, YOU WILL RECEIVE A \$75,000 PAYMENT.**

**IN ORDER TO QUALIFY FOR AN ADDITIONAL PAYMENT ABOVE \$75,000, YOU MUST ALSO TIMELY
SUBMIT A TIER TWO QUESTIONNAIRE AND RELEASE BY _____, 2023. TO OPT-OUT OF THE
SETTLEMENT AND PRESERVE YOUR CLAIMS YOU MUST TIMELY SUBMIT AN OPT-OUT FORM BY
_____, 2023.¹**

**THIS NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION (“NOTICE”) WAS AUTHORIZED BY THE
COURT. IT IS NOT A LAWYER SOLICITATION. PLEASE READ THIS NOTICE CAREFULLY AND IN ITS
ENTIRETY.**

WHY SHOULD I READ THIS NOTICE?

This Notice is given pursuant to an order issued by the United States District Court for the Southern District of New York (the “Court”). This Notice serves to inform you of the proposed settlement of the above-captioned class action lawsuit for \$75 million in cash (the “Settlement”) and the hearing (the “Settlement Hearing”) to be held by the Court to consider the fairness, reasonableness, and adequacy of the Settlement as set forth in the Amended Stipulation of Settlement dated [\[X\]](#) (the “Stipulation”) by and between Class Representative Jane Doe 1 (“Class Representative”), on behalf of itself and the Class Members (as defined below), on the one hand, and Defendants Deutsche Bank Aktiengesellschaft, Deutsche Bank AG New York Branch, and Deutsche Bank Trust Company Americas (collectively, “Defendants”), on the other hand. You may be a Class Member eligible to receive compensation related to the Settlement.

HOW DO I KNOW IF I AM A CLASS MEMBER?

You are a “Class Member” if you were abused or trafficked by Jeffrey Epstein and/or his associates during the period between August 19, 2013 and August 10, 2019, including, but not limited to, as set forth below:

¹ The Tier One Form, the Tier Two Questionnaire and Release, and the Opt-Out Form are collectively referred to herein as the “Settlement Forms.” The Stipulation of Settlement (the “Stipulation”) can be viewed and/or downloaded at [\[X\]](#). All capitalized terms not otherwise defined herein have the meanings set forth in the Stipulation. To the extent there is any conflict between the definitions of capitalized terms in this Notice and the Stipulation, the definition in the Stipulation controls. A copy of the Stipulation is available by contacting the Claims Administrator or visiting the website [\[X\]](#).

- (1) You were a girl under the age of 18 and engaged in sexual contact with Jeffrey E. Epstein and/or a person associated with Epstein, and you received money or something else of value in exchange for engaging in that sexual contact (even if you perceived the sexual contact as consensual);
- (2) You were a woman aged 18 or older, and Epstein and/or a person associated with Epstein forced, coerced, or defrauded you into engaging in sexual contact by, for example, using physical force, threatening serious harm or legal action against you or someone else, making you a false promise, or causing you to believe that not engaging in sexual contact would result in serious harm to you or someone else, and you received money or something else of value in exchange for engaging in that sexual contact; or
- (3) You were a girl or woman of any age and Epstein and/or a person associated with Epstein engaged in sexual contact with you without your consent (even if you perceived the sexual contact as consensual provided you were under the age of 18 at the time of engaging in that contact).

The “Class” includes any “Class Member” as defined immediately above.

As set forth in the Stipulation, the following are not eligible Class Members: Defendants; members of the Immediate Family of any Defendant who is an individual; current and former directors and officers of Deutsche Bank; Defendants’ current and former legal representatives, heirs, successors, or assigns, and any entity in which Defendants have or had a controlling interest; and anyone who timely and validly requests exclusion (*i.e.* opts out) pursuant to the requirements described on page below.

PLEASE NOTE: You may apply for payment pursuant to this Settlement by timely completing a Tier One Form. The Tier One Form will be reviewed by the Claims Administrator to determine that you are an Eligible Class Member. If the Claims Administrator determines that you are an Eligible Class Member, you will receive \$75,000 following final approval of the settlement. If you are a Class Member and you wish to be eligible to participate in the distribution of additional proceeds from the Settlement, in addition to the Tier One Form, you are required also to timely submit the Tier Two Questionnaire and Release that is being distributed with this Notice and the required supporting documentation as set forth therein, postmarked or submitted online on or before , 2023.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A TIER ONE FORM TO BE ELIGIBLE TO RECEIVE A PAYMENT	In order to be eligible to receive any payment from the Settlement, you (or Class Counsel on your behalf) must submit a Tier One Form to the Claims Administrator. The Tier One Form must be postmarked (if mailed) or received (if submitted online) on or before _____, 2023. If the Claims Administrator determines you are an Eligible Class Member, you will receive a \$75,000 payment from the Settlement.
SUBMIT A TIER TWO QUESTIONNAIRE AND RELEASE TO BE ELIGIBLE FOR AN ADDITIONAL PAYMENT ABOVE \$75,000 (TOTAL PAYMENTS NOT TO EXCEED \$5,000,000)	In order to be eligible to receive an additional payment from the Settlement as a Participating Claimant, in addition to the Tier One Form you must submit a Tier Two Questionnaire and Release to the Claims Administrator. Participating Claimants are eligible to receive a maximum of \$5,000,000 in total payments (inclusive of the \$75,000 available to all Eligible Class Members) from the Settlement. The Tier Two Questionnaire and Release must be postmarked (if mailed) or received (if submitted online) on or before _____, 2023.
EXCLUDE YOURSELF FROM THE SETTLEMENT BY SUBMITTING A WRITTEN REQUEST FOR EXCLUSION (OPT-OUT FORM)	If you choose to exclude yourself from the Settlement, then you will get no payment. This is the only option that potentially allows you to ever be part of any other lawsuit against any of the Defendants or any other Released Defendant Parties about the legal claims being resolved by this Settlement. Should you elect to exclude yourself from the Class, you should understand that Defendants and the other Released Defendant Parties will have the right to assert any and all defenses they may have to any claims that you may seek to assert, including, without limitation, the defense that any such claims are untimely under applicable statutes of limitations and statutes of repose. Opt-Out Forms must be received on or before _____, 2023.
OBJECT TO THE SETTLEMENT BY SUBMITTING A WRITTEN OBJECTION	Write to the Court about why you do not like the Settlement. Objections must be received on or before _____, 2023.

GO TO THE HEARING ON _____, 2023 AND FILE A NOTICE OF INTENTION TO APPEAR	Ask to speak in Court about the fairness of the Settlement. Requests to speak must be received on or before _____, 2023. If you submit a written objection, you may (but you do not have to) attend the hearing.
DO NOTHING	As a Class Member, you are not required to apply for any funds from the Settlement. You may instead choose to do nothing and you will not receive any payment. You will, however, still be a Class Member, which means that you give up your right to ever be part of any other lawsuit against the Defendants or any other Released Defendant Party about the legal claims being resolved by this Settlement and you will be bound by any judgments or orders entered by the Court in the Litigation.

SUMMARY OF THIS NOTICE

Description of the Litigation and the Class

This Notice relates to a proposed settlement of claims in a pending class action brought by victims of Jeffrey E. Epstein's ("Epstein") sex trafficking venture, which alleged, among other things, that Defendants violated the Trafficking Victims Protection Act ("TVPA") by providing and his associates with the ability to withdraw large sums of cash and access to wire services and failing in their compliance and regulatory obligations to report suspicious conduct by Epstein and his associates. A more detailed description of the Litigation is set forth on pages [redacted] below. The proposed Settlement, if approved by the Court, will settle claims of all Class Members.

Statement of Class Recovery

Pursuant to the Settlement described herein, a \$75 million settlement fund has been established (the "Global Settlement Amount"). The Global Settlement Amount, together with any interest earned thereon, will be deposited in a "Qualified Settlement Fund." The Qualified Settlement Fund, less (a) any taxes, (b) any Notice and Administration Expenses, and (c) any attorneys' fees and litigation costs, charges, and expenses (including any award to the Class Representative of her costs and expenses in representing the Class) awarded by the Court, and interest thereon, is the "Net Settlement Fund." The Net Settlement Fund will be distributed to Class Members in accordance with a plan of allocation described in the Stipulation of Settlement and below on pages [redacted] ("Plan of Allocation"). Distribution under the Plan of Allocation will vary from \$75,000 to \$5,000,000 based on each Eligible Class Member's submissions to the Claims Administrator. ***Class Members should note, however, that this is an estimated range and any particular distribution is not guaranteed.*** A Class Member's actual recovery will be determined by the information provided to the Class Administrator. See Plan of Allocation set forth and discussed at pages [redacted] below for more information on the calculation of your claim.

Statement of Potential Outcome of Case

The Settling Parties disagree on both liability and damages and do not agree on the amount of damages, if any, that would be recoverable if the Class prevailed on each claim alleged. Defendants deny that they are liable to the Class and deny that the Class has suffered any injury or damages. The issues on which the parties disagree are many but include: (1) whether Defendants engaged in conduct that would give rise to any liability to the Class under the TVPA; (2) whether Defendants have valid defenses to any such claims of liability; (3) the appropriate economic model for determining the amount of damages (if at all) suffered during the Class Period; (4) the extent to which (if at all) Defendants were negligent; and (5) the extent to which (if at all) Defendants' conduct obstructed government investigation into Epstein's sex trafficking venture.

Statement of Attorneys' Fees and Expenses Sought

Boies Schiller Flexner LLP ("BSF") and Edwards Henderson Lehrman ("EHL") as Class Counsel will apply to the Court for an award of attorneys' fees not to exceed thirty percent (30%) of the Global Settlement Amount plus costs, charges, and expenses not to exceed \$1,500,000.00 plus interest earned on both amounts at the same rate as earned by the Global Settlement Fund. Since being named Class Counsel, BSF and EHL have expended considerable time and effort in the prosecution of this Litigation on a wholly contingent basis and have advanced the expenses of the Litigation in the expectation that if they were successful in obtaining a recovery for the Class they would be paid from such recovery.

Further Information

For further information regarding the Litigation or this Notice or to review the Stipulation, please contact the Claims Administrator toll-free at [X] or visit the website [X].

You may also contact a representative of counsel for the Class: Brittany Henderson or Bradley Edwards at Edwards Henderson Lehrman: 1501 Broadway, 12th Floor, New York, New York 10036; 954-524-2820; EpsteinDBSettlement@epllc.com.

Please Do Not Call the Court or Defendants with Questions About the Settlement.

WHAT IS THIS LAWSUIT ABOUT?

THE ALLEGATIONS

The Litigation is currently pending before the Honorable Jed S. Rakoff in the United States District Court for the Southern District of New York (the “Court”). The initial complaint in this action was filed on November 24, 2022 and an amended complaint was filed on January 13, 2023 (the “Complaint”).

Class Representative’s Complaint alleges that Defendants violated §§ 1591(a)(1), (2); 1591(d); 1594(c); and 1595 of the TVPA; §§ 1962 and 1964 of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) statute, and New York state law. More specifically, the Class Representative alleges that throughout the Class Period, Defendants provided Epstein and his associates with the ability to withdraw cash and access wire services despite knowing about Epstein’s sex trafficking venture. Additionally, the Class Representative alleges Defendants helped Epstein and his associates avoid regulatory scrutiny and criminal prosecution through failing in Defendants’ compliance and regulatory obligations so that Defendants could profit from Epstein and his associates. The Class Representative alleges that Defendants’ conduct through its non-typical banking relationship with Epstein damaged victims of Epstein’s sex trafficking venture.

Defendants deny all of the Class Representative’s claims, allegations, and contentions of fault, liability, wrongdoing, and damages. Defendants contend that they had a normal banking relationship with Epstein and no knowledge that Epstein was engaged in a sex trafficking venture during the time that he was a Deutsche Bank client and that Deutsche Bank did not engage in any conduct that resulted in harm to alleged victims of Epstein’s sex trafficking venture.

THE COURT HAS NOT RULED AS TO WHETHER DEFENDANTS ARE LIABLE TO CLASS REPRESENTATIVE OR TO THE CLASS. THIS NOTICE IS NOT INTENDED TO BE AN EXPRESSION OF ANY OPINION BY THE COURT WITH RESPECT TO THE TRUTH OF THE ALLEGATIONS IN THIS LITIGATION OR THE MERITS OF THE CLAIMS OR DEFENSES ASSERTED. THIS NOTICE IS SOLELY TO ADVISE YOU OF THE PROPOSED SETTLEMENT OF THIS ACTION AND YOUR RIGHTS IN CONNECTION WITH THAT SETTLEMENT.

PROCEDURAL HISTORY

On February 7, 2023, Defendants moved to dismiss the Complaint. The Court granted in part and denied in part the motion on March 20, 2023. Defendants initially answered the Complaint on April 10, 2023. On April 28, 2023, the Class Representative moved for class certification.

From May 9 to May 10, 2023, the Settling Parties participated in a confidential mediation with experienced mediators in this area, including Simone Lelchuk of Melnick ADR. The mediation was preceded by the submission of mediation statements by the Settling Parties. The Settling Parties engaged in good faith negotiations and reached an agreement in principle. The Settling Parties drafted a Confidential Term Sheet (“Term Sheet”) memorializing their agreement to settle all Class Members’ claims against Deutsche Bank and end the Litigation. The Settling Parties executed the Term Sheet on May 11, 2023. The Term Sheet included, among other things, the Settling Parties’ agreement to settle and dismiss with prejudice the Litigation and grant full mutual releases in return for a cash payment of \$75 million (\$75,000,000) by and/or on behalf of the Bank for the benefit of Class Members, subject to the negotiation of the terms of a Stipulation of Settlement and approval by the Court. The Stipulation (together with the Exhibits thereto) reflects the final and binding agreement, and a compromise of all matters that are in dispute, between the Settling Parties.

WHAT IS THE MONETARY VALUE OF THE PROPOSED SETTLEMENT?

The Settlement, if approved, will result in the creation of a cash settlement fund of \$75 million. This fund, plus accrued interest and minus the costs of this Notice and all costs associated with the administration of the Settlement including attorneys’ fees and expenses as approved by the Court, will be distributed to Eligible and Participating Class Members pursuant to the Plan of Allocation that is described in the next section of this Notice and in the Stipulation of Settlement.

WHAT IS THE PROPOSED PLAN OF ALLOCATION?

The objective of the Plan of Allocation is to equitably distribute the Net Settlement Fund among Class Members based on their respective alleged economic losses resulting from the TVPA and negligence claims alleged in the Litigation pursuant to the terms of the Stipulation.

The Claims Administrator, [To Be Determined by the Court], shall determine a Class Member's assigned settlement amount (the "Allocated Amount"), from the Global Settlement Amount by assigning Class Members to one or both of the following two Tiers (provided that they meet the requirements described below):

Tier One: A Class Member qualifies for Tier One if the Claims Administrator determines she is eligible based on documents and information, including a form ("Tier One Form") providing identifying information furnished to the Claims Administrator by the Class Member or Class Counsel (thereby becoming an "Eligible Class Member"). Such Eligible Class Members will receive \$75,000. An Eligible Class Member cannot receive more than \$75,000 without qualifying for Tier Two, as described immediately below.

Tier Two: A Class Member will qualify for Tier Two and will be eligible for an Allocated Amount over \$75,000 (thereby becoming a "Participating Claimant") provided that (i) she (or Class Counsel) submits the Tier One Form; (ii) she submits the Tier Two Questionnaire and Release to the Claims Administrator, along with any supporting documents, and (iii) she is not deemed ineligible by the Claims Administrator. A Participating Claimant is eligible to receive a maximum of \$5,000,000 in total payments (inclusive of the \$75,000 available to all Eligible Class Members) from the Settlement.

In determining an Allocated Amount within Tier Two, the Claims Administrator shall consider the following:

- a. Maximum Allocated Amount: No Class Member may be awarded more than \$5,000,000. For the avoidance of doubt, the total of all Allocated Amounts cannot exceed the Global Settlement Amount.
- b. Questionnaires: As discussed above, Class Members who wish to qualify as Participating Claimants shall submit, in addition to the Tier One Form, a Tier Two Questionnaire and Release to the Claims Administrator within an agreed upon timeframe. All Tier Two Questionnaires and Releases shall be signed by the Class Member under penalty of perjury.
- c. Factors: Following receipt of a Class Member's Tier Two Questionnaire and Release, in order to determine her Allocated Amount, the Claims Administrator shall consider the following information: the circumstances, severity, type, and extent of the alleged abuse or trafficking, the nature and duration of the relationship with Epstein, and the impact of the alleged conduct on the Class Member.
- d. Documentation: Class Members applying to become Participating Claimants shall submit under penalty of perjury such other supporting documents or material, if any, to the Claims Administrator as the Claims Administrator may request within an agreed upon timeframe.
- e. Claims Administrator's Determination: For the avoidance of doubt, should the Claims Administrator have concerns as to the accuracy of a Class Member's claim form answers, questionnaire answers, allegations, or any other information submitted, the Claims Administrator shall promptly notify the Class Member of those concerns so as to afford the Class Member or her representative an adequate opportunity to respond to any such concerns within a reasonable time period set by the Claims Administrator. Should the Claims Administrator then find that the Class Member's allegations lack credibility, the Claims Administrator shall take that finding into consideration in making any award and, if appropriate, shall deny such individual any allocation of the Global Settlement Amount. The Claims Administrator's determination with respect to eligibility shall be final and non-appealable.
- f. Meeting: The Claims Administrator will hold a meeting (by telephone, video, or in person, at the Claim Administrator's sole discretion) with each Class Member, who (i) submits a Tier Two Questionnaire and Release and/or supporting documentation, and (ii) requests such a meeting.
- g. Timing: The Claims Administrator shall provide in writing to Class Counsel and counsel for Deutsche Bank, simultaneously and in a manner that ensures confidentiality, (1) the names and number of Eligible Class Members on the same date, within 45 days after entry of the Final Approval Order or at such time as agreed upon by the Settling Parties, and (ii) the Allocated Amounts for all Participating Claimants on the same date, within 90 days after entry of the Final Approval Order or at such time as agreed upon by the Settling Parties.

Any unclaimed portion of the Global Settlement Amount shall revert back to Deutsche Bank, which shall then distribute thirty-five percent (35%) of all such funds to a charitable organization to be determined in a mutually-agreeable fashion by the Settling Parties.

The estimated range of recoveries for those who qualify (*i.e.* \$75,000 to \$5,000,000) as Eligible Class Members and/or Participating Claimants are not intended to be estimates of, nor indicative of, the amounts that they might have been able to recover after a trial.

DO I NEED TO CONTACT CLASS COUNSEL IN ORDER TO PARTICIPATE IN DISTRIBUTION OF THE SETTLEMENT FUND?

No. If you have received this Notice and timely submit your Tier One Form and/or Tier Two Questionnaire and Release to the designated address, you need not contact Class Counsel. If your address changes, please contact the Claims Administrator at:

[To Be Determined by the Court]
☒ (Claims Administrator's Address)
Email: ☒ (Claims Administrator's email)

THERE WILL BE NO PAYMENTS IF THE STIPULATION IS TERMINATED

The Stipulation may be terminated under certain circumstances outlined therein. If the Stipulation is terminated, the Litigation will proceed as if the Stipulation had not been entered into.

WHAT ARE THE REASONS FOR SETTLEMENT?

The Settlement was reached after contested motion practice directed to the sufficiency of the allegations supporting the Class Representative's claims. The Settling Parties also completed a substantial portion of document, deposition, and expert discovery. Nevertheless, the Court has not reached any final decisions in connection with the Class Representative's claims against Defendants. Instead, the Class Representative and Defendants have agreed to the Settlement, which was reached with the substantial assistance of two highly respected mediators. In reaching the Settlement, the Settling Parties have avoided the cost, delay, and uncertainty of further litigation, including trial.

As in any litigation, the Class Representative and the Class would face an uncertain outcome if they did not agree to the Settlement. If Class Representative succeeded at summary judgment or at trial, Defendants would likely file appeals that would postpone final resolution of the case. Continuation of the Litigation against Defendants could result in a judgment greater than this Settlement. Conversely, continuing the Litigation could result in no recovery at all or a recovery that is less than the amount of the Settlement.

The Class Representative and Class Counsel believe that this Settlement is fair and reasonable to the Class Members. They have reached this conclusion for several reasons. Specifically, if the Settlement is approved, the Class will receive a certain and immediate monetary recovery. Additionally, Class Counsel believes that the significant and immediate benefits of the Settlement, when weighed against the significant risk, delay, and uncertainty of continued litigation, are a very favorable result for the Class.

Defendants have denied and continue to deny each and all of the claims and contentions alleged by the Class Representative in the Litigation. Defendants expressly have denied and continue to deny all charges of wrongdoing or liability against them arising out of any of the conduct, statements, acts or omissions alleged, or that could have been alleged, in the Litigation. Defendants also have denied and continue to deny, among other things, the allegations that the Class Representative or any other Class Member has suffered any damage, or that the Class Representative or any other Class Member was harmed by the conduct alleged in the Litigation. For Defendants, the principal reason for entering into the Settlement is to eliminate the uncertainty, risk, costs, and burdens of further protracted litigation. Defendants have determined that it is desirable and beneficial to them that the Litigation be settled in the manner and upon the terms and conditions set forth in the Stipulation.

WHO REPRESENTS THE CLASS?

The following attorneys are counsel for the Class: Boies Schiller Flexner LLP & Edwards Henderson Lehrman

Brittany Henderson

EDWARDS HENDERSON LEHRMAN
1501 Broadway, 12th Floor
New York, New York 10036
Telephone: 800-400-1098
Email: EpsteinDBSettlement@epllc.com

If you have any questions about the Litigation or the Settlement, you are entitled to consult with Class Counsel by contacting counsel at the phone number listed above.

You may obtain a copy of the Stipulation or Settlement Forms by contacting the Claims Administrator at:

[To Be Determined by the Court]
☒ (Claims Administrator's Address)
Email: ☒ (Claims Administrator's email)

HOW WILL THE CLASS REPRESENTATIVE'S LAWYERS BE PAID?

BSF and EHL, as Class Counsel, will file a motion for an award of attorneys' fees, costs, and expenses that will be considered at the Settlement Hearing. Class Counsel will apply for an attorneys' fee award in an amount not to exceed thirty percent (30%) of the Global Settlement Amount, plus payment of their costs, charges, and expenses incurred in connection with this Litigation in an amount not to exceed \$1,500,000.00, plus interest earned on both amounts at the same rate as earned by the Qualified Settlement Fund. Such sums as may be approved by the Court will be paid from the Global Settlement Fund. Class Members are not personally liable for any such fees or expenses.

The attorneys' fees and costs, charges, and expenses requested will be the only payment to Class Counsel for their efforts in achieving this Settlement and for their risk in undertaking this representation on a wholly contingent basis. The fees requested will compensate Class Counsel for their work in achieving the Settlement. The Court will decide what constitutes a reasonable fee award and may award less than the amount requested. Class Counsel shall not share any amount of attorneys' fees, costs, or expenses awarded to them with any other firm or individual.

CAN I EXCLUDE MYSELF FROM THE SETTLEMENT?

Yes. If you do not want to receive a payment from this Settlement or you want to keep the right to sue or continue to sue Defendants on your own about the legal issues in this case, then you must take steps to exclude yourself from, or "opt out" of, the Class. If you are requesting exclusion because you want to bring your own lawsuit based on the matters alleged in this Litigation, you may want to consult an attorney and discuss whether any individual claim that you may wish to pursue would be time-barred by the applicable statutes of limitation or repose.

To exclude yourself from the Class, you complete and submit an Opt-Out Form to the Claims Administrator **no later than** , 2023, at:

[To Be Determined by the Court]
☒ (Claims Administrator's Address)
Email: ☒ (Claims Administrator's email)

You cannot exclude yourself by phone or by e-mail. If you make a proper request for exclusion, you will not receive a settlement payment, and you cannot object to the Settlement. If you make a proper request for exclusion, you will not be legally bound by anything that happens in this lawsuit.

CAN I OBJECT TO THE SETTLEMENT, THE REQUESTED ATTORNEYS' FEES, THE REQUESTED PAYMENT OF COSTS AND EXPENSES AND/OR THE PLAN OF ALLOCATION?

Yes. If you are a Class Member, you may object to the terms of the Settlement. Whether or not you object to the terms of the Settlement, you may also object to the requested attorneys' fees, costs, charges, and expenses and/or the Plan of Allocation described herein and in the Stipulation of Settlement. In order for any objection to be considered, you must file a written statement, accompanied by proof of Class membership, with the Court and send a copy to Class Counsel and Defendants' Counsel, at the addresses listed below **by** , 2023.

The Court's address is: Hon. Jed S. Rakoff, Daniel Patrick Moynihan United States Courthouse, 500 Pearl Street, New York, NY 10007; Class Counsel's address is: Boies Schiller Flexner LLP, 55 Hudson Yards, 20th Floor, New York,

NY 10001, c/o Andrew Villacastin; Defendants' Counsel's address is: Ropes & Gray, 1211 Avenue of the Americas, New York, NY 10036, c/o Lisa Bebachick.

You may attend the Settlement Hearing and you may ask to speak to present any objections you have, but attendance at the Settlement Hearing is not necessary. Persons wishing to be heard orally at the Settlement Hearing, however, are required to indicate in their written objection their intention to appear at the hearing and identify any witnesses they may call to testify and exhibits, if any, they intend to introduce into evidence.

WHAT ARE MY RIGHTS AND OBLIGATIONS UNDER THE SETTLEMENT?

If you are a Class Member and you do not exclude yourself from the Class, you may receive the benefit of, and you will be bound by, the terms of the Settlement described in this Notice, upon approval by the Court.

HOW CAN I GET A PAYMENT?

To be eligible to receive any payment under this Settlement, you (or Class Counsel on your behalf) must timely complete and return the Tier One Form. To receive additional funds above \$75,000, you must timely complete and return the Tier Two Questionnaire and Release. The Tier One Form and Tier Two Questionnaire and Release are enclosed with this Notice and may be downloaded at [X]. Read the instructions carefully; fill out the appropriate forms; sign them; and mail or submit them online so that they are postmarked (if mailed) or received (if submitted online). **All Tier One Forms are due no later than [REDACTED], 2023. All Tier Two Questionnaires and Releases are due no later than [REDACTED], 2023.** The Tier One Form and Tier Two Questionnaire and Release may be submitted online at [X]. You are encouraged to call the Claims Administrator to confirm that your submission has been timely received. If you (or Class Counsel on your behalf) do not submit a timely Tier One Form with the required information, along with a Tier Two Questionnaire and Release (if applicable), you will not receive a payment from the Global Settlement Fund; however, unless you expressly exclude yourself from the Class as described above (using an Opt-Out Form), you will still be bound in all other respects by the Settlement, the Judgment, and the release contained in them.

WHAT CLAIMS WILL BE RELEASED BY THE SETTLEMENT?

If the Settlement is approved by the Court, the Court will enter a Judgment. If the Judgment becomes final pursuant to the terms of the Stipulation, all Class Members who have not submitted valid and timely requests to be excluded from the Settlement shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged any and all of the Released Defendant Parties from all Released Claims, as set forth fully in ¶ 4.1 of the Stipulation.

- “Released Plaintiffs’ Claims” means any and all claims, rights and causes of action against Released Defendant Parties of every nature and description, duties, obligations, demands, actions, matters, debts, sums of money, suits, contracts, agreements, promises, issues, judgments, losses, damages and liabilities, including both known and Unknown Claims, whether fixed or contingent, mature or not mature, accrued or unaccrued, liquidated or unliquidated, concealed or hidden, suspected or unsuspected, direct or indirect, regardless of legal or equitable theory and whether arising under federal law, state law, statutory law, common law, foreign law, or any other law, rule, or regulation, whether class, representative, and/or individual in nature, against Released Defendant Parties that the Released Plaintiff Parties (a) asserted in the Litigation against the Released Defendant Parties, (b) could have asserted in the Litigation against the Released Defendant Parties, (c) could in the future assert in any other action or forum assert against the Released Defendant Parties, or (d) have with respect to Epstein. “Released Plaintiffs’ Claims” does not include: (i) any claims of any Person who submits an Opt-Out Form that is accepted by the Court; or (ii) Claims relating to the enforcement of the Settlement. For avoidance of doubt, this release is only intended to release the Released Defendant Parties and is not intended to release any claims against any Person in the case of *Jane Doe v. JP Morgan Chase N.A.*, 22-cv-10019 or to preclude class member lawsuits against any other individual or entity not specifically named in the Litigation or who is not one of the Released Defendant Parties.
- “Released Defendant Party” or “Released Defendant Parties” means (i) any and all of Defendants and Defendants’ Counsel and each of their successors, predecessors, and past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing’s respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest.

- “Released Plaintiff Parties” means (i) any and all Class Members, Eligible Class Members, Participating Claimants, Settlement Class Representatives, Class Counsel, their successors, predecessors, and each of their past, present, and future: parent corporations, sister corporations, subsidiaries, and affiliated Persons and (ii) any and all of the foregoing’s respective past, present, or future: principals, assigns, assignors, legatees, devisees, executors, administrators, estates, heirs, spouses, receivers and trustees, settlors, beneficiaries, members, equity holders, officers, directors, partners, managers, employees, servants, agents, insurers, reinsurers, representatives, attorneys, legal representatives, and successors-in-interest.. Released Plaintiff Parties does not include any Person who would otherwise be a Member of the Class but who properly exclude themselves by filing a valid and timely Opt-Out Form.
- “Unknown Claims” means (a) any and all Released Plaintiffs’ Claims that any of the Released Plaintiff Parties do not know or suspect to exist in his, her, or its favor at the time of the release of the Released Defendant Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of the Released Defendant Parties, or might have affected his, her, or its decision(s) with respect to the Settlement, including, but not limited to, whether or not to object to this Settlement; and (b) any and all Released Defendants’ Claims that any of the Released Defendant Parties do not know or suspect to exist in his, her, or its favor at the time of the release of Released Plaintiff Parties, which, if known by him, her, or it, might have affected his, her, or its settlement with and release of Released Plaintiff Parties. With respect to (a) any and all Released Plaintiffs’ Claims, and (b) any and all Released Defendants’ Claims, the Settling Parties stipulate and agree that, upon the Effective Date, the Settling Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived the provisions, rights, and benefits of California Civil Code § 1542, which provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

The Settling Parties shall expressly waive, and each Released Plaintiff Party and Released Defendant Party shall be deemed to have, and by operation of the Judgment shall have, expressly waived any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code § 1542. The Released Plaintiff Parties and Released Defendant Parties acknowledge that they may hereafter discover facts, legal theories, or authorities in addition to or different from those which he, she, it or they now know or believe to be true with respect to the subject matter of the Released Claims, but (a) the Released Plaintiff Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish, and release, and each Released Plaintiff Party shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, and, upon the Effective Date, and by operation of the Judgment, shall be deemed to have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Plaintiffs’ Claims, known or unknown, suspected or unsuspected, contingent or non-contingent, accrued or unaccrued, whether or not concealed or hidden, which now exist, or heretofore have existed, or may hereafter exist, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities, and (b) the Released Defendant Parties shall expressly fully, finally, and forever waive, compromise, settle, discharge, extinguish and release, and, upon the Effective Date, and by operation of the Judgment, shall have waived, compromised, settled, discharged, extinguished, and released, fully, finally, and forever, any and all Released Defendants’ Claims against Released Plaintiff Parties, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts, legal theories, or authorities. The Settling Parties acknowledge, and the Released Plaintiff Parties and Released Defendant Parties shall be deemed by operation of the Judgment to have acknowledged, that the foregoing waiver was separately bargained for and is an essential element of the Settlement of which this release is a part.

THE SETTLEMENT HEARING

The Court will hold a Settlement Hearing on _____, 2023, at __: __ .m. before the Honorable Jed S. Rakoff at the United States District Court for the Southern District of New York, Daniel Patrick Moynihan United States

Courthouse, 500 Pearl Street, New York, NY 10007, for the purpose of determining whether: (1) the Settlement as set forth in the Stipulation for \$75,000,000 in cash (including the Plan of Allocation described therein and in this Notice) should be approved by the Court as fair, reasonable, and adequate; (2) Judgment as provided under the Stipulation should be entered; and (3) to award Class Counsel's fees, costs, and expenses out of the Settlement Fund and, if so, in what amount. The Court may adjourn or continue the Settlement Hearing, or hold it via telephone or video conference, without further notice to Class Members.

To determine whether the date and time of the Settlement Hearing have changed, or whether Class Members must or may participate by phone or video, it is important that you monitor the Court's docket and the settlement website, ☒, before making any plans to attend the Settlement Hearing. Any updates regarding the Settlement Hearing, including any changes to the date and time of the hearing or updates regarding in-person, telephonic or video conference appearances at the hearing, including access information, will be posted to the website.

Any Class Member may appear at the Settlement Hearing and be heard on any of the foregoing matters; provided, however, that no such person shall be heard unless her objection is made in writing and is filed together with proof of membership in the Class and with copies of all other papers and briefs to be submitted by her to the Court at the Settlement Hearing with the Court no later than _____, 2023 and with proof of service on the following counsel:

Andrew Villacastin
Boies Schiller Flexner LLP
55 Hudson Yards
20th Floor
New York, New York 10001

Lisa Bebchick
Ropes & Gray LLP
1211 Avenue of the Americas
New York, NY 10036

Attorneys for Class Representative and the Class

Attorneys for Defendants

Unless otherwise directed by the Court, any Class Member who does not make her objection in the manner provided shall be deemed to have waived all objections to this Settlement and shall be foreclosed from raising (in this or any other proceeding or on any appeal) any objection and any untimely objection shall be barred.

If you hire an attorney (at your own expense) to represent you for purposes of objecting, your attorney must serve a notice of appearance on counsel listed above and file it with the Court (at the address set out above) by no later than _____, 2023.

INJUNCTION

The Court has issued an order enjoining all Class Members from instituting, commencing, maintaining, or prosecuting any action in any court or tribunal that asserts Released Claims against any Released Defendant Parties, pending final determination by the Court of whether the Settlement should be approved.

HOW DO I OBTAIN ADDITIONAL INFORMATION?

This Notice contains only a summary of the terms of the proposed Settlement. The records in this Litigation may be examined and copied during regular office hours, and subject to customary fees, at the Clerk of the United States District Court for the Southern District of New York. For a fee, all papers filed in this Litigation are available at www.pacer.gov. In addition, all Settlement documents, including the Stipulation, this Notice, the Settlement Forms, and proposed Judgment may be obtained by visiting ☒ or by contacting the Claims Administrator at:

[To Be Determined by the Court]
☒ (Claim Administrator's Address)
Email: ☒ (Claims Administrator's email)

DO NOT WRITE TO OR TELEPHONE THE COURT FOR INFORMATION

DATED: _____ BY ORDER OF THE
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

